

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re: ASTRALABS, INC., Debtor.	§ § § § §	Case No. 23-10164-smr Chapter 7
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**DECLARATION OF LANCE SLOVES IN SUPPORT OF TRUSTEE’S
APPLICATION TO EMPLOY COMPUTER FORENSIC SERVICES, INC. AS
COMPUTER FORENSIC DATA SERVICES EXPERT TO THE TRUSTEE AND ESTATE**

I, Lance Sloves, under penalty of perjury pursuant to 28 U.S.C. § 1746, hereby state as follows:

1. I am over the age of 18 years and am competent and otherwise qualified to make this Declaration (“Declaration”). I am the founder and president of Computer Forensic Services, Inc. (“CFSI”), which is located at 11300 North Central Expressway, Suite 403, Dallas, Texas 75243.

2. I submit this Declaration in support of the *Trustee’s Application to Employ Computer Forensic Services, Inc. as Computer Forensic Data Services Expert to the Trustee and Estate* (the “Application”),¹ by which the Trustee seeks authority to retain CFSI as his computer forensic data services expert to provide data collection and recovery services for the Estate, including any related forensic eDiscovery and litigation support. These services will initially be comprised essentially of downloading and preserving the data in the Google Accounts, effective *nunc pro tunc* to November 7, 2023, in accordance with the terms and conditions set forth in that *Contract for Forensic and eDiscovery Services* between the Trustee and CFSI, dated November 7, 2023 (the “Engagement Agreement”), a true and correct copy of which is attached hereto and

¹ Capitalized terms not defined herein have the definitions ascribed to them in the Application.

incorporated herein by reference for all purposes. I execute this Declaration for the purpose of making all of the required disclosure for CFSI pursuant to, *inter alia*, 11 U.S.C. §§ 327(a) and 328(a) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure.

3. I have personal knowledge of each of the facts stated in this Declaration, except for those facts stated on information and belief, and, as to those facts, I am informed and I believe them to be true. If called as a witness, I would testify as to the matters set forth below based upon my personal knowledge, except where otherwise indicated. To the extent that I obtain additional information that requires further disclosure or modification of the Application or this Declaration, I will file a supplemental Declaration or other appropriate document with the Court.

QUALIFICATION OF CFSI

4. As set forth in the Application, CFSI began performing services for the Trustee on November 7, 2023, immediately upon his determination and agreement to retain CFSI, subject to the Court's approval, as his computer forensic data services expert. For the reasons stated in the Application, to the best of my knowledge, CFSI is well qualified to represent the interests of the Trustee and Estate as the Trustee's computer forensic data services expert.

5. I am a member of the International Society of Forensic Computer Examiners (ISFCE) and a licensed Certified Computer Examiner (CCE). I have twenty years of experience related to conducting both civil and criminal investigations and seventeen years of experience in the investigations and review of digital evidence.

6. Since 2002, CFSI has advised hundreds of businesses and civil/criminal litigation professionals on computer forensics, eDiscovery, and other technological issues relevant to the practice. CFSI has completed over one thousand electronic evidence examinations globally and specializes in collecting and examining digital evidence from desktop, laptop, and server computers, mobile devices, USB devices, and cloud data.

PROPOSED COMPENSATION

7. CFSI and the Trustee have agreed that CFSI will be compensated, including but not limited to through the Trustee's bankruptcy counsel, according to the schedule for services attached to the Engagement Letter, which provides fixed fees for the various computer forensic services it will provide to the Estate. The proposed fixed fee structure is consistent with CFSI's fees on similar matters. In the event that CFSI provides services charged at hourly rates as contemplated in the Engagement Agreement, solely at the Trustee's request, payment for such services shall be subject to allowance by this Court upon application for same. CFSI will also be reimbursed for all actual out-of-pocket expenses incurred as a result of providing the computer forensic data services to the Estate, subject to final approval upon application to the Court.

8. CFSI: (i) has no other agreement with any other entity to share any compensation received and no such agreement will be made; and (ii) no employee at CFSI is related to any United States Bankruptcy Judge or United States District Court Judge for the Western District of Texas or to the United States Trustee.

DISINTERESTEDNESS

9. As a computer forensic data services provider, CFSI does not utilize a standing procedure designed to identify potential conflicts arising from its client relationships. In connection with the Application, I have been provided by the Trustee with a list of parties identified in the Bankruptcy Case, including the Debtor, the Trustee, the United States Trustee, the creditors disclosed as holding the thirty (30) largest unsecured and priority claims in the case, and other non-creditor, related parties disclosed in the Debtor's bankruptcy schedules. I have compared this list against CFSI's client list for purposes of making this Declaration.

10. To the best of my knowledge, information, and belief, other than as set forth herein and in the Declaration: (a) CFSI does not hold or represent any interest adverse to the Trustee or

Estate in the matters for which it is proposed to be retained; (b) CFSI is a “disinterested person” as defined by section 101(14) of the Bankruptcy Code; (c) neither CFSI nor its professionals have any undisclosed connection with the Court, the UST, the Debtor, the Estate, its creditors, or any other party-in-interest; and (d) CFSI’s employment is necessary and in the best interests of the Trustee and the Debtor’s bankruptcy estate.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: December 12, 2023

/s/ Lance Sloves
Lance Sloves
President
Computer Forensic Services, Inc.
11300 N Central Expy Ste 403
Dallas, TX 75243-6712



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CONTRACT FOR FORENSIC AND EDISCOVERY SERVICES

This contract for Forensic Services (this “Contract”) is made effective as of 11-07-2023 (Date) by and between ASTRALABS, Inc., by and through Randolph N. Osherow (Chapter 7 Trustee) and Computer Forensic Services, Inc. of 2807 Allen St # 743, Dallas, Texas 75204. In this contract, the Chapter 7 Trustee is contracting to receive services through its bankruptcy counsel and will be referred to as Client, and the party who will be providing the services will be referred to as CFSI.

1. **DESCRIPTION OF SERVICES.** Beginning on 11-07-2023 (Date), CFSI, as agent and expert for and through Client’s bankruptcy counsel, will provide expert Computer Forensic Services, Litigation Support Services, eDiscovery and/or Data Recovery (collectively, the “Services”).
2. **SCOPE OF SERVICES.** CFSI will collect and review data from Client's data systems. All Client data collected by CFSI remains Client's property subject to Client's exclusive control. Upon request, CFSI will execute any and all documents necessary to confirm or perfect Client's exclusive ownership and control of Client's original data. However, Client understands that under applicable State and Federal laws, CFSI must disclose certain illegal data, including illegal pictures, if any, regardless of Client's exclusive control thereof as recognized in this Contract.
At Client's request, CFSI will provide a written report covering its procedures and findings. In addition, if requested, CFSI will supply expert testimony at deposition, trial or other hearings. However, excepting Client's original data, all material in CFSI's report, including summaries, schedules and working papers of any kind generated in connection with the Services, and testimony shall not be used or disseminated for any other purpose without CFSI's prior written consent.
3. **PAYMENT FOR SERVICES.** Client, including but not limited to through its bankruptcy counsel, will pay CFSI according to the following schedule for services.
Subject to the initial authorized scope and price set forth above, Client then agrees to pay CFSI for properly authorized additional work as per Attached rate sheet (Appendix A and/or B) for services, plus required State taxes for all other services. At the end of each calendar month, CFSI will promptly furnish Client with an itemized monthly invoice of the fees and expenses charged. Out-of-pocket expenses for travel, accommodations, meals, etc., will be billed at cost at Client request. Services and expenses will be paid within 30 days of Bankruptcy Court approval of the statement, if required by the Bankruptcy Court.

Consulting time includes but is not limited to, research, analysis, testing, inspection, review of materials, interviews, consultations, telephone conferences, report preparation, reading and correction of deposition transcript, review and signing of affidavits and similar documents, and shall be billed to the nearest .25 / hour. Any time related to the case or project which is beyond the scope of an initial fee consultation will be considered billable time. Reasonable estimates of time to be spent working on any aspect of the case may be provided upon request.



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Depositions, court appearances, or other testimony will be billed a minimum of four hours per day. Since such appearances may require travel to the client's State, all off-site consulting or court/deposition appearances will be included in the per diem rate.

As a condition of engagement Client agrees that CFSI has the right to cease work and retain all data and equipment should the monthly statements not be paid in full when due, in accordance with the term of this Contract.

4. **CONFIDENTIALITY.** CFSI, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CFSI, or divulge, disclose, or communicate in any manner any information that is Client Data, except as provided in paragraph 2 above. CFSI and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this contract.

Upon termination of this contract, CFSI will return to Client all computer drives, disks, data, records, notes, documentation and other items that were used, created or controlled by CFSI during the term of this contract, save and except any duplicates of records or information which CFSI is required to keep as a part of their business records.

5. **TERM/TERMINATION.** This contract will terminate automatically upon completion by CFSI of the services required by this Contract.
6. **INDEMNITY.** Client agrees to indemnify and hold harmless CFSI for any claims relating to data or equipment that is damaged or destroyed as a result of CFSI's Services assuming customary procedures are taken when handling the equipment.
7. **LIMITATION OF LIABILITY.** Except in cases of gross negligence, CFSI's maximum aggregate liability to Client for any claim related to, or in connection with, this Agreement, whether in contract, tort or otherwise, shall be limited to the total amount of fees owed to CFSI.
8. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter hereunder. This Contract supersedes any prior written or oral agreements between the parties. Alternatively, electronic mail communications will be an acceptable method of amendment.
9. **SEVERABILITY.** If any provision of this contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, than such provision will be deemed to be written, construed, and enforced as so limited.
10. **ATTORNEY'S FEES.** Should either Party resort to legal proceedings to enforce this Contract, the prevailing party in such legal proceedings, as determined by the Bankruptcy Court or other trier of fact, shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.



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11. **JURISDICTION.** This Agreement shall be exclusively governed by and construed according to the laws of the state of Texas, without regard to any conflict of law provisions. Any suit hereunder shall be brought in the Federal Bankruptcy Court for the Western District of Texas, Austin Division, and the parties hereby consent to the exclusive and personal jurisdiction and venue thereof.

Client

CFSI, INC.

Client Signature

*solely as Chapter 7
Trustee + Not Individually*

Randolph N. Osherow

Printed Name

Lance Sloves

Chapter 7 Trustee

Title

President

CLIENT ACCOUNTING CONTACT DETAILS (Please Fill in Contact Person)

- a. Chapter 7 Trustee. Randolph N. Osherow, 342 W Woodlawn, Suite 100,
San Antonio, TX 78212, Telephone: (210) 738-3001,
E-mail: rosherow@hotmail.com
- b. Trustee's Counsel. Thanhan Nguyen, Munsch Hardt Kopf & Harr, P.C.,
1717 West 6th St, Ste 250, Austin, TX 78703, Telephone: (512) 391-6100,
E-mail: anguyen@munsch.com



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ATTACHMENT A

Statement of Services and Professional Fees for Computer Forensic Services Inc.

Collection of Google Cloud Workspace Data.

Computer Forensic Services, Inc. Estimate for Chapter 7 Trustee for ASTRALABS, Inc.

Case Type: Forensic Data Collection of Google Workspace Data

Activity (Only an Estimate)	Hrs/Units	Cost	Total
Collect Shared Google Drive Data onto a Hard Drive.(HRS)	10	275	\$2,750
Collect 10 GMAIL accounts to include linked Google Drive data onto a hard drive.	13	300	\$3,900
Downloading each additional GMAIL account (Unknown Number of Accounts) 300 per account.	0	300	\$0
Additional charge for downloading large google drives.	4	275	\$1,100
Consulting time, calls, meetings. Copy and verification of data.	4	275	\$1,100
Hard Drives for Data Storage	2	175	\$350
Total			\$9,200
Sales Tax		0.0825	
Sales Tax			\$759.00
Total			\$9,959

Further work and billing method will be confirmed in writing before commencement.

Computer Forensic examination consisting of the following general steps (Not Inclusive):

1. Create and verify forensic images of Electronic Data.
2. Complete proper chain of custody and other documentation.
3. Computers we recover Unallocated Deleted files and Email or other information such as Texts Messages, etc. from forensic images.
4. Phones we recover text messages and other related data.
5. Process and index the images with forensic software.
6. Conduct searches as per Client.
7. Recover computer artifacts such as Internet History, File Listings, LNK Files, Text Messages, Contact, Call Logs and other items of interest, if requested.
8. Extract relevant data to CDROM for attorney/client review or other means such as Dropbox or FTP.



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Data hosting and project management services

CFSI's data hosting services will include pre-processing of data including de-duplication, pre-culling, OCR for text, images, and handwriting, normalize data, extract metadata or field data, normalize data, remove system files, non-evidence data, including deNISTing. In addition, CFSI's data hosting services will include early case assessment, analytics, hosted review platform, managed infrastructure, unlimited users, and unlimited digital productions. CFSI will measure data after uncompressing compressed files used to transport the data but before all other decompression and other processing.

We will give you progress reports throughout this investigation/consultancy. We will apprise you if certain steps cannot be completed or if additional fees or costs are required. If at any time during the Engagement you determine that we have found sufficient information to discontinue our work, we will stop our work at that time and you will only be billed for the work that we have performed.

Additional assignments will be described in writing and signed by both of us. Electronic mail communications will be an acceptable method of amendment. Unless different terms are agreed to, any additional assignment will be governed by the terms of this Engagement.

2023 Price List

Project Management

1. \$275 Project Management.

Computer Forensic Imaging:

1. \$275 hr. Forensic imaging (Onsite), analysis, decryption, culling, reporting.
2. \$275 hr. Targeted forensic image-collection.
3. \$750 In-Lab Forensic Imaging per device up to 1 TB. \$100 per additional TB.
4. \$750 In-Lab forensic imaging of Apple computers and laptops minimum.
5. \$750 Remote Computer Forensic Imaging using Endpoint.

Computer Forensic Imaging Remote

1. \$750 per image 500 GB or less.
2. \$850 per image 501 GB to 999 GB
3. \$1000 per image 1 TB to 1.9 TB.
4. \$1250 per image 2 -2.9 TB.



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Digital Forensics and Incident Response per seat.

1. \$275 an hour, minimum \$2500 per computer analysis.
2. \$200 per seat for software analysis agent/Endpoint.

Computer / Cell Phone Analysis and Review

1. \$275 hr. and hour four hour minimum per analysis or \$1100.00 plus sales tax.

Cell Phone Imaging / Preservation / Report

1. \$750 In-Lab Cell Phone imaging per device (iPhones, Android, Etc.).
2. \$275 hr. Onsite imaging of cell phones, two-hour minimum.
3. \$900 Cell phone image and report flat rate for iPhones, Androids and other cell devices.
4. \$500 for legacy talk and text cell devices.
5. \$275 hr. Cell phone analysis.
6. \$750 Online Android and Apple Cloud Downloads and Preservation.
7. Chip Off-ISP-Jtag for Cell phones. Contact for pricing.

Cell Phone Imaging Kits Sent to Customer Sites

1. \$850 per forensically imaged device.
2. Shipping not included at freight rate.
3. \$3000 Replacement Kit Cost if damaged, lost or stolen.

Cell Phone Special Investigative Services & Analysis Cellebrite Ultra

1. \$1000-\$1500 Full File Extraction using Cellebrite Ultra
2. \$2500-\$3600 for password Bypass and signed Waiver.
3. \$750 Failed attempt using Cellebrite Ultra for passcode attempt.

Email Collection/Preservation

1. \$350 each Online Email Collection (O365, Gmail, Yahoo Mail, Etc)
2. \$300 each Online Email Collection five and over.

DVR Forensic Imaging and Analysis

1. DVR preservation and data extraction. Minimum \$3500 (includes software fee).

Call Detail Records Review and/or Cell Tower Analysis

1. Call Detail Records and Cell Tower Analysis \$1500.00 Minimum.
2. \$275 hr. Analysis.



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Social Media/Website Investigations and Data Preservations

1. Call for pricing

Expert Forensic Testimony

1. \$350 hr. for Expert Testimony and Reports (4 hour minimum in advance).
2. Trials - minimum \$5000 retainer (based on the matter).
3. Travel Costs Additional.

Appointed Cases

1. \$250 an hour for Consulting an Forensic Analysis.
2. \$250 an hour for Expert Testimony.

Additional Expenses

1. \$150 Case Setup and Administration Charge.
2. \$250 per hour for consultations (minimum 2 hours, plus \$150 case set-up fee).
3. \$50 hour Pickups and drop-offs.
4. \$275 Bag and Tag. We only document / store the evidence (Per Device).
5. \$125 hour for general private investigations.
6. Reasonable expenses such as travel, food, mileage, etc.
7. An additional 25% for work requested on weekends.

CS Disco Legal Data Hosting:

1. \$22.25-26 per GB per month
2. \$350 minimum per month for under 13.5 GB
3. \$250 hr. project management and assistance during the case.
4. \$250 hr. load file data migration and load file assistance from other systems.
5. No user fees or production fees
6. Please notify us 7 days prior to remove and create an archive of your data.

Hosting and Processing, includes de-duplication, pre-culling, OCR for text, images, and handwriting, normalize data, extract metadata or field data, normalize data, remove system files, non-evidence data, including deNISTing.